

ETP Training Agreement:
MEC Entrepreneurial Training

Term: _____ to _____
Approved Amount _____
Employer Contribution: _____
Agreement No. _____ ET _____

This ETP Training Agreement (Agreement) is a "multiple employer contract" for the purpose of entrepreneurial training. It is entered into between the Employment Training Panel (ETP) and **Contractor's Legal Name**, a **describe type of MEC Contractor located/headquartered** in **City, California** (Contractor) for the term set forth above.

This Agreement sets forth the terms and conditions of training cost reimbursement that will be made to Contractor by ETP. The terms and conditions appear in Exhibits A - D identified below:

Exhibits attached and hereby
incorporated-by-reference as part of
this Agreement:

- A. Payment Details Chart
- B. Payment Standards
- C. Performance Standards
- D. General Standards

Training Project Profile

By signature of the authorized representatives shown below, Contractor and ETP agree to the terms and conditions set forth herein with reference to the "ETP Agreement: Definition of Terms." (See Exhibit D, Party Intent.)

Contractor:

ETP:

Signature / Date

Signature / Date

Printed Name and Title

Printed Name and Title

Exhibit A: Payment Details Chart

Job Number	Number of Trainees	*Required Training Hours	<u>Menu</u> Trainees Will Receive One or More of the Following:	Average Cost Per Trainee	<u>First</u>	<u>Final</u>
			*			
			*			
			*			
			*			

- * Management
- * Development
- * Marketing
- * Planning
- * Procurement
- * Accounting
- * Software Applications
- * Other Entrepreneurial Skills: _____

*Note: At least 8 hours of training are required for each trainee. This may be class/lab or CBT.

Exhibit B: Payment Standards

Two Payments. Reimbursement will be in two payments: First and Final. All claims for reimbursement must be invoiced, and will be paid, on a per-trainee basis. The total payments must be reconciled for all trainees taken as a whole at the time of Fiscal Closeout. (See Payment Details Chart at Exhibit A.)

Schedule of Payment. The First Payment will be made after completion of eight hours of training, followed by enrollment. The Final Payment will be for the balance of reimbursement due. It will not exceed percent of the Average Cost-per-Trainee.

Employee Attrition. The Final Payment will be made after Contractor demonstrates that: 1) the trainee has completed training; and, 2) there has been no employee attrition between the start of training and the 90th day thereafter. ETP may modify the employee attrition requirement for good cause. As used herein, "employee attrition" refers to the number of employees in the trainee's business, exclusive of the trainee.

Invoicing. Contractor must submit timely and accurate invoices for the First and Final Payment in the manner and form specified by ETP. The Fiscal Closeout invoice should be submitted to ETP no later than 30 days after the term of this Agreement has ended.

Overpayment. The First and Final Payment are not earned until all Conditions of Reimbursement have been satisfied. Contractor must promptly repay ETP for any overpayments identified at Final Closeout, or in a subsequent Audit. Repayment must include Statutory Interest computed from the first day of the month following delivery of the Notice of Overpayment.

Suspend Payment. ETP may, at its discretion, suspend any payment if it appears Contractor cannot comply with any Condition of Reimbursement or other requirement under this Agreement. ETP shall give Contractor written Notice of the suspension and provide a reasonable opportunity for correction.

Exhibit C: Performance Standards

Approved Amount. ETP will reimburse Contractor for a maximum of \$_____ in training costs, including administration.

Reimbursement Rate. Contractor will only be reimbursed at an hourly rate, payable on a cost-per-trainee basis. The rate is \$20.00 per hour for Classroom/Laboratory training and Advanced Technology (AT). The rate is \$8.00 per hour for Computer Based Training (CBT). Overall, administrative costs should not exceed 15% of training costs.

Retention. Contractor shall use best efforts to ensure that each employer retains the same number of employees for at least 90 days following the start of training. Contractor agrees that any "employee attrition" that occurs after the start of training and throughout this 90-day period may be grounds for denial of the Final Payment, in the sole determination of ETP.

Enrollment. A trainee is deemed "enrolled" upon his or her registration with ETP after the trainee has completed his or her first eight hours of training.

Hours of Training. At least 8 hours of training are required for each trainee. This may be class/lab or CBT. See the range of minimum and maximum hours under Required Training Hours in the Payment Details Chart.

Class/Lab Training. Contractor will be reimbursed for the actual number of class/lab hours completed on a per-trainee basis, within the minimum and maximum hours shown under Required Training Hours in the Payment Details Chart.

CBT Training. Contractor will be reimbursed only if the trainee completes all hours required for Computer Based Training (CBT), up to the maximum hours shown under Required Training Hours in the Payment Details Chart. Trainees must also be certified competent by the course instructor.

Rosters. Trainees and trainers must document attendance at each training session in the form and manner required by ETP. The exception is CBT, where course completion is documented at the end. Contractor must produce proof of attendance or completion upon demand by ETP.

Tracking. Contractor must use the ETP Internet Class/Lab Tracking System for the purpose of documenting attendance and completion of training.

Authorization. As a condition of Enrollment, each trainee must authorize the release of his or her Social Security Number (SSN) in writing.

Confidentiality. ETP will maintain all SSNs in confidence. ETP represents that SSNs will only be used to verify wage and employment data or compile training statistics in the aggregate.

Responsibility. Contractor is directly responsible for the administration and delivery of all training.

Menu. ETP will only fund the types of training listed on the Menu for a given Job Number, as shown in the Payment Details Chart.

Training Ratio. The trainer-to-trainee ratio must not exceed 1:20 in a given class/lab course and 1:10 for AT. Trainer-to-trainee ratio is not applicable for CBT.

Trainee Eligibility. Each trainee must meet the definition of “frontline workers” at T.22, C.C.R. Section 4400(ee)(4). Each trainee must be the owner of a business. Each business must have at least one but no more than 10 employees, exclusive of the owner(s). In addition, the business must qualify as an “employer” within the meaning of Section 10201(b) of the Unemployment Insurance Code.

Owner and Employee. For purposes of trainee eligibility, owner and employee are defined herein. “Owner” means one or more individuals who each have at least a 20% financial investment in the business and a direct full-time involvement in its day-to-day operations. The spouse of an owner also qualifies if he or she has direct full-time involvement in the day-to-day operations. “Employee” means an individual who was employed full time prior to the first day of training for the owner(s).

Mandatory Training. Contractor represents that all training funded by ETP is for entrepreneurial skills that are necessary for effective management of the trainee’s business.

Entrepreneurial Training. Training must be in business management and/or related skills.

Employer Contribution: Contractor represents that it will contribute at least \$_____ in training or related costs associated with this Agreement.

Waivers. Certain waivers may apply to a group of trainees or a type of training within a given Job Number, as identified in the Payment Details Chart.

Exhibit D: General Standards

Party Intent. In the event of ambiguity, the intent of the parties shall be construed in accordance with the ETP Form 130 and open-meeting discussions at the time the training proposal was considered by the Panel. The “ETP Agreement: Definition of Terms” set forth in the ETP Contractor’s Guide in effect at the time this Agreement is signed shall govern the meaning of terms and phrases used throughout this Agreement.

Audits. ETP has the right, during normal business hours, to examine or audit any and all records, papers and documents related to the delivery of services under this Agreement to the extent ETP deems necessary. This right extends for four years from termination of this Agreement. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS), and may utilize statistical sampling.

Observation. ETP has the right, during normal business hours, to freely observe and monitor the delivery of services under this Agreement with or without the presence of the owner or any other Contractor representative. In particular, ETP has the right to interview trainees, trainers and administrative personnel.

Recordkeeping. Contractor agrees to maintain all rosters, records and other writings that pertain to the delivery of services under this Agreement for a period of no less than four years from termination of this Agreement, or three years from Fiscal Closeout, whichever is later.

Subcontracts. All Subcontracts between Contractor and a third party for administrative services in connection with this Agreement should be filed with ETP in advance. ETP shall not be a party to any Subcontract. In the event of conflict or inconsistency between a Subcontract and this Agreement, the latter shall govern.

Governing Law. This Agreement shall be governed by the laws of the State of California. Company shall comply with all applicable federal, state and local law.

Entire Agreement. This is the entire agreement between the parties and it supersedes any other understanding or writing made between them related to this Agreement.

Amendment. This Agreement may only be amended in a writing signed by both parties, but for non-substantive amendments made at the discretion of ETP. There can be no substantive amendments after the termination date of this Agreement.

Survival. The Audits, Recordkeeping and Governing Law provisions of this Agreement shall survive its termination.

Termination. Either party may terminate this Agreement without cause by serving at least 30 days’ advance written Notice on the other party. However, ETP may terminate this Agreement immediately for cause.

Release from Liability. Contractor hereby releases ETP from liability for any claims, liabilities, losses, damages, costs or expenses (including attorney's fees) that arise from or are related to this Agreement.

Nondiscrimination. Contractor is an equal opportunity employer, and shall remain compliant with all state and federal laws pertaining to fair employment practices during the performance of this Agreement.

Notices. All Notices in connection with this Agreement must be in writing, and shall be effective upon receipt. Notice of termination or material breach and final notice of overpayment must be delivered by certified U.S. Mail with return receipt requested, or by a commercial courier with receipt. Otherwise, notices may be delivered by U.S. Mail, commercial courier, FAX or email. All notices to ETP must be addressed to the manager of a field office or a Sacramento office as appropriate to the subject matter. All notices to Contractor must be addressed to the following authorized representative:

Name / Title

Street Address

City, State Zip

Phone

FAX

E-Mail Address